

Memorandum

MIAMI-DADE
COUNTY

Date: January 25, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: FY2006-2007 Tourist Development Council
First Quarter Recommendations

Agenda Item No. 10(B)(1)(E)

RECOMMENDATION

The Tourist Development Council recommends that the Board approve the funding of forty-two (42) grants for a total of \$406,180 from the Tourist Development Room Tax Plan and Surtax Category.

BACKGROUND

The Miami-Dade County Tourist Development Council (TDC), chaired by Chairperson Bruno Barreiro, convened its FY2006-2007 First Quarter Panel meeting on October 23, 2006 to review grant requests for a total of \$771,400. The Council recommended funding of forty-two (42) applicants for a total of \$406,180. The Council determined that the recommended grants would support tourist-oriented cultural, sporting, television and special event/promotions, which would promote and enhance Miami-Dade County as an attractive tourist destination.

The Tourist Development Council Grants Program provides funding assistance to organizations and projects which promote Miami-Dade County tourism by sponsoring tourist-oriented cultural, sporting, television and special event/promotions such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals, sporting events, television and other media programs and tourist-related activities (Tourist Development Room Tax Plan of 1978, as amended, Part 2).

Tourist Development Council grants are made on a "Reimbursement" or a "Direct" grant basis. Criteria utilized to make "Direct" grant recommendations focus on grantees that: 1) are recurring, established events; 2) have met all grant reporting requirements; and 3) demonstrate reliable administrative capability, especially in regard to management of TDC-funded projects. Stringent reporting requirements, including the submittal of a final report, and copies of canceled checks (front and back) and invoices documenting the use of the grant funds, continue to be prerequisites for renewing applicants' annual "Direct" grant support from the TDC.

"Reimbursement" grants are recommended for all Tourist Development Council Grants Program first-time applicants. "Returning" TDC applicants that require closer staff monitoring also are designated to receive grants on a "Reimbursement" basis.

An executed grant agreement containing terms and conditions for the awarding of each grant will be negotiated with and signed by the grantee; submitted to the County Attorney for approval of form and legal sufficiency; and subsequently, submitted for execution of the grant agreement by the County Manager or his designee.

Attached is a list of the applicant organizations, the respective projects and the grant amounts recommended by the Tourist Development Council.



Alex Muñoz
Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 25, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 10(B)(1)(E)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(B)(1)(E)
01-25-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FUNDING OF FORTY-TWO (42) GRANTS FROM THE FY2006-2007 FIRST QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: BANG MUSIC FESTIVAL, LLC; BAYFRONT PARK MANAGEMENT TRUST CORPORATION; CENTRO CULTURAL BRASIL-USA DA FLORIDA, INC.; COMMUNITY AIDS RESOURCE, INC. DBA CARE RESOURCE; CULTURAL COUNCIL, INC., THE; EDGE ZONES, INC.; ENTERTAINMENT INDUSTRY INCUBATOR, INC.; EXPONICA INTERNATIONAL, INC.; FAIRCHILD TROPICAL BOTANIC GARDEN, INC.; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF INSTITUTE FOR PUBLIC MANAGEMENT AND COMMUNITY SERVICE; FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, FOR THE BENEFIT OF FROST MUSEUM; FRIENDS OF WLRN, INC.; GABLESTAGE, INC.; GERMAN AMERICAN SOCIAL CLUB OF GREATER MIAMI, INC.; GREATER SOUTH DADE/SOUTH MIAMI/KENDALL CHAMBER OF COMMERCE, INC. DBA CHAMBER SOUTH; HISPANIC THEATER GUILD CORPORATION; HOMESTEAD MAIN STREET, INC.; IRANIAN FESTIVAL OF SOUTH FLORIDA, INC., THE; ITALIAN FILM FESTIVAL, INC.; JEWISH MUSEUM OF FLORIDA, INC.; JUNIOR ORANGE BOWL COMMITTEE, INC.; M. ATHALIE RANGE CULTURAL ARTS FOUNDATION, INC.; MIAMI BEACH CHAMBER OF COMMERCE; MIAMI BEACH LATIN CHAMBER OF COMMERCE, INC./CAMARA DE COMERCIO LATINA DE MIAMI BEACH, INC.; MIAMI BEACH WATERSPORTS CENTER, INC.; MIAMI BOAT PARADE, INC.; MIAMI BOOK FAIR INTERNATIONAL, INC.; MIAMI CUBA-USA, INC.; MIAMI SYMPHONY ORCHESTRA, INC.; MIAMI-DADE COUNTY DAYS, INC.; MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT (OPERATIONS REGION 5); MUSEUM OF CONTEMPORARY ART, INC.; NEW WORLD FESTIVAL, INC.; PIRATES MUTINY, LLC; PROYECTO ARTE ACTUAL, INC. DBA THE MOORE SPACE; RUN MIAMI, INC.; SOUTH FLORIDA SAILFISH KICKOFF, INC.; SOUTH FLORIDA SUPER BOWL HOST COMMITTEE, INC.; TIGERTAIL PRODUCTIONS, INC.; TROPICAL

EVERGLADES VISITOR ASSOCIATION, INC; TROPICAL
EVERGLADES VISITOR ASSOCIATION, INC. F/AF
HISTORIC REDLAND TROPICAL TRAIL; UNITED
CHINESE ASSOCIATION OF FLORIDA, INC. AND
AUTHORIZING THE COUNTY MANAGER TO EXECUTE
GRANT AGREEMENTS FOLLOWING COUNTY
ATTORNEY APPROVAL OF FORM AND LEGAL
SUFFICIENCY AND TO EXERCISE THE CANCELLATION
PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves
funding of forty-two (42) grants for a total of \$406,180 from the FY2006-2007 First
Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan
and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented
cultural, sporting, television and special event/promotions as follows:

Bang Music Festival, LLC	\$4,500
Bayfront Park Management Trust Corporation	\$5,000
Centro Cultural Brasil-USA da Florida, Inc.	\$3,500
Community AIDS Resource, Inc. dba Care Resource	\$9,000
Cultural Council, Inc., The	\$6,750
Edge Zones, Inc.	\$5,000
Entertainment Industry Incubator, Inc.	\$6,000
Exponica International, Inc.	\$5,000
Fairchild Tropical Botanic Garden, Inc.	\$20,000
Florida International University Board of Trustees, for the benefit of Institute for Public Management and Community Service	\$14,400
Florida International University Board of Trustees, for the benefit of Frost Art Museum	\$4,350

Friends of WLRN, Inc.	\$10,000
GableStage, Inc.	\$12,000
German American Social Club of Greater Miami, Inc.	\$2,000
Greater South Dade/South Miami/Kendall Chamber of Commerce, Inc. dba Chamber South	\$4,000
Hispanic Theater Guild Corporation	\$7,200
Homestead Main Street, Inc.	\$22,500
Iranian Festival of South Florida, Inc., The	\$3,000
Italian Film Festival, Inc.	\$5,000
Jewish Museum of Florida, Inc.	\$5,000
Junior Orange Bowl Committee, Inc.	\$7,000
M. Athalie Range Cultural Arts Foundation, Inc.	\$15,000
Miami Beach Chamber of Commerce	\$20,000
Miami Beach Latin Chamber of Commerce/Camara de Comercio Latina de Miami Beach, Inc.	\$20,000
Miami Beach Watersports Center, Inc.	\$5,000
Miami Boat Parade, Inc.	\$3,500
Miami Book Fair International, Inc.	\$20,000
Miami Cuba-USA, Inc.	\$7,500
Miami Symphony Orchestra, Inc.	\$6,400
Miami-Dade County Days, Inc.	\$15,000
Miami-Dade County Park and Recreation Department (Operations Region 5)	\$13,500
Museum of Contemporary Art, Inc. (MoCA)	\$9,000
New World Festival, Inc.	\$12,000
Pirates Mutiny, LLC	\$15,000
Proyecto Arte Actual, Inc. dba The Moore Space	\$4,500
Run Miami, Inc.	\$10,000
South Florida Sailfish Kickoff, Inc.	\$5,280
South Florida Super Bowl Host Committee, Inc.	\$25,000
Tigertail Productions, Inc.	\$7,000
Tropical Everglades Visitor Association, Inc.	\$20,000

Tropical Everglades Visitor Association, Inc. f/a/f Historic Redland
Tropical Trail \$5,000

United Chinese Association of Florida, Inc. \$6,300

and authorizes the County Manager to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

Stephen Stieglitz

By: _____
Deputy Clerk

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

<i>Organization/ Project Description</i>	<i>FY2006-07 Final Award</i>
1. Bang Music Festival, LLC 555 Washington Avenue, Suite 230, Miami Beach, FL 33139 Organization Established in 2006	\$3,500
<i>Bang Music Festival</i>	
Funds are requested to support the outside artistic costs associated with the production of the 2nd Annual Bang Music Festival on November 11, 2006 at Bicentennial Park. The festival is a one day event that encompasses many genres of music, showcasing live bands, as well as DJs.	
2. Bayfront Park Management Trust Corporation 301 N. Biscayne Blvd., Miami, FL 33132 Organization Established in 1987	\$5,000
<i>Downtown Miami's 2006 New Year's Eve Celebration</i>	
Funds are requested to support Downtown Miami's 2006 New Year's Eve Celebration at Bayfront Park. This exciting event will include a multicultural concert by nationally-known performers at the Amphitheater, a 75-foot holiday tree, weekend craft market, and the Big Orange ascending the side of the Intercontinental Hotel at midnight, accompanied by a fireworks display over beautiful Biscayne Bay.	
3. Centro Cultural Brasil-USA da Florida, Inc. 80 SW Street, Suite 2600, Miami, FL 33149 Organization Established in 1996	\$3,500
<i>Salvador de Bahia, Brazil Celebration</i>	
Funds are requested to support artistic, marketing and production costs for "Salvador de Bahia, Brazil Celebration", a four-day cultural festival taking place November 16-19, 2006 at the Miami Book Fair International at Miami Dade College, Wolfson Campus. The Sister Cities of Miami and Salvador, Bahia partner to bring Afro-Brazilian culture to Miami-Dade audiences with capoeira performances, literary discussions & exhibits.	
4. Community AIDS Resource, Inc., dba Care Resource 3510 Biscayne Boulevard, 3rd Floor, Miami, FL 33137 Organization Established in 1983	\$9,000
<i>White Party Week</i>	
Funds are requested to support partial marketing costs associated with White Party Week 2006, a week-long series of events to be held in the City of Miami and Miami Beach from November 22 - 27, 2006. All events draw local, national and international tourists to hotels in Miami and Miami Beach.	

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

Organization/ Project Description	FY2006-07 Final Award
<p>5. Cultural Council, Inc., The 7745 S.W. 142 Street, Miami, FL 33158 Organization Established in 1990</p> <p><i>16th Annual In the Park with Art</i></p> <p>Funds are requested to support a free, juried two-day fine art show at Coral Reef Park. The show will attract over 100 artists from across the country and will serve over 10,000 residents from across the county and beyond. There will be educational programs for children and performances by local music ensembles will be a feature of the show.</p>	<p>\$6,750</p>
<p>6. Edge Zones, Inc. 2214 North Miami Avenue, Miami, FL 33127 Organization Established in 2004</p> <p><i>Re-Mapping the Caribbean</i></p> <p>Funds are requested to support ReMapping the Caribbean, a series of exhibitions and publications featuring emerging underexposed Caribbean artists in the streets of Wynwood and Allapattah. Events will take place Oct 14, Nov 11 and Decmeber 7-10, 2006.</p>	<p>\$2,500</p>
<p>7. Entertainment Industry Incubator, Inc. 1500 Bay Road, Suite S120, Miami Beach, FL 33139 Organization Established in 1998</p> <p><i>Collaboration: A Short Film Contest</i></p> <p>Funds are requested to support the Entertainement Indusrty Incubator's annual "Collaboraton: A Short Film Contest" to draw out emerging filmmakers for an opprotunity to produce work or have it viewed by the public. The project consists of 75 (or more) assembled teams (from Miami-Dade alone) of six filmmakers collaborating on the production of short films/videos for entry into a career boosting competition to be screened for local and national film professionals and culminates in a gala event on Miami Beach where the winners of each of the three categories (students, novice and professional) are announced before the public and senior level industry decision makers from NY and LA.</p>	<p>\$6,000</p>
<p>8. Exponica International, Inc. 8250 West Flagler Street, #114, Miami, FL 33144 Organization Established in 2000</p> <p><i>Exponica International, 'La Feria de las Americas' 2005</i></p> <p>Funds are requested to support the outside artistic, marketing and space rental costs associated with the production of Exponica International - 'La Feria de las Americas', a unique three-day event that shares the richness of the Hispanic culture and traditions with Miami-Dade residents and visitors. The festival is scheduled to take place from November 10-12, 2006 at Tamiami Park. People from more than 19 nationalities and cultures are expected and will be united by arts and crafts, music, dance and folklore.</p>	<p>\$5,000</p>

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

**Organization/
Project Description**

**FY2006-07
Final Award**

9. **Fairchild Tropical Botanic Garden, Inc.**
10901 Old Cutler Road, Miami, FL 33156
Organization Established in 1936

\$20,000

Chihuly at Fairchild II

Funds are requested to support Chihuly at Fairchild II - a spectacular installation of glass sculptures featuring world-renowned artist Dale Chihuly. The exhibit will take place at Fairchild Tropical Botanic Garden from December 2006 - May 2007 in Coral Gables. The infusion of glass on Fairchild's 83 acres of stunning landscapes is expected to draw more than 300,000 visitors from the Southeast, Latin America and Europe. The project is estimated to bring an economic impact of \$30 to \$40 million to South Florida.

10. **Florida International University Board of Trustees, for the benefi**
11200 S.W. 8th Street, University Park TC-30, Miami, FL 33199
Organization Established in 1965

\$14,400

Annual Inter-American Conference of Mayors and Local Authorities

Funds are requested to support the X Annual Inter-American Conference of Mayors and Local Authorities. The conference will bring together mayors, public officials, political leaders, as well as, local, regional and national leaders of the hemisphere to discuss issues pertaining to the strengthening of democracy and the role of local governments.

11. **Florida International University Board of Trustees, for the benefi**
University Park, PC 110, 11200 SW 8th Street, Miami, FL 33199
Organization Established in 1977

\$4,350

Breakfast in the Park

Funds are requested to support the Fourth annual Frost Art Museum and Martin Z. Margulies sculpture park Breakfast in the Park in celebration of Art Basel Miami Beach on sunday, December 10, 2006 from 9:30 am to 12:00 pm. Guests enjoy complimentary outdoor breakfast, informal lecture by guest sculptor and guided tours of the world renowned Martin Z. Margulies collection. Breakfast in the Park is an official Art Basel Miami Beach sponsored event. Admission is free and open to the public.

12. **Friends of WLRN, Inc.**
169 E. Flagler Street, suite 1400, Miami, FL 33131
Organization Established in 1974

\$10,000

Marketing Campaign: An Unmet Need

Funds are requested to support and enhance the marketing of cultural organizations in Miami-Dade County through an on-air promotion of WLRN Public Radio.

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

<i>Organization/ Project Description</i>	<i>FY2006-07 Final Award</i>
13. GableStage, Inc. 1200 Anastasia Avenue, Coral Gables, FL 33134 Organization Established in 1979	\$12,000
<i>Gablestage 2006-2007 Season</i>	
Funds are requested to support GableStage's 2006-2007 Season at the Biltmore Hotel. The national historic landmark hotel complements GableStage's marketing and advertising, with an expansive multi-level publicity campaign geared at returning and potential tourists to the Miami-Dade area that are attracted by the hotel's theatre package offerings, which exclusively features GablesStage performances. The project promotes a triple helix design approach to address the tourist development goals of Miami-Dade County, GableStage, and the Biltmore Hotel.	
14. German American Social Club of Greater Miami, Inc. 11919 SW 56th Street, Miami, FL 33175 Organization Established in 1949	\$2,000
<i>Oktoberfest Miami 2006</i>	
Funds are requested to support artistic, marketing, and promotional costs associated with our Oktoberfest Miami, an annual major festival, which celebrates one of the most well known German traditions. In keeping with the mission of the German American Social Club, the festival is open to the public and aims at preserving, exhibiting and fostering German culture, traditions, and folk life. The festival will be held on the grounds of the German American Social Club of Miami on the 14th through the 16 and the 21st through the 23rd of October 2005.	
15. Greater So. Dade/So. Miami/Kendall Chamber of Commerce, Inc 6410 SW 80th Street, South Miami, FL 33143 Organization Established in 1931	\$4,000
<i>35th Annual SunTrust South Miami Art Festival</i>	
Funds are requested to support marketing efforts, and production costs associated with the production of the 35th Annual South Miami Art Festival. The event is a juried fine arts show, which has consistently ranked in the top 200 shows in the US by Sunshine Artist Magazine. This event attracts artists from all over the United States and other countries.	
16. Hispanic Theater Guild Corporation PO Box 141452, Coral Gables, FL 33175 Organization Established in 1989	\$7,200
<i>Five Decades of Hispanic Theater in Miami</i>	
Funds are requested to support the Five Decades fo Hispanic Theater in Miami Festival, October 1 through November 19, 2006. The festival consists of three events: the play "Tres Hermanas y un Piano," by publisher/playwright Nilo Cruz; a conference, "Influence of Hispanic Culture in Florida's Arts"; and a photographic exposition, "A Theatrical Journey" by Asela Torres.	

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

Organization/ Project Description	FY2006-07 Final Award
17. Homestead Main Street, Inc. 41 North Krome Avenue, Homestead, FL 33030 Organization Established in 1996 <i>Main Street SpeedFest II 2007</i> Funds are requested to support the City of Homestead and Main Street organization's 2nd annual Main Street SpeedFest which will kick off NASCAR's championship races on November 11, 2006. The event will feature nationally recognized country music acts Trick Pony and Confederate Railroad & Jason Thomas bands, as well as local arts & crafts and antique cars.	\$22,500
18. Iranian Festival of South Florida, Inc., The 299 Alhambra Circle, Suite 404, Coral Gables, FL 33134 Organization Established in 2004 <i>Iranian Festival</i> Funds are requested to support the personnel artistic and outside artistice costs asoiated with the production of the Iranian Festival on November 11, 2006 at Bayfront Park. The Festival's goal is to educate and encourage our youth about social and cultural awareness.	\$2,000
19. Italian Film Festival, Inc. 360 Greco Ave., Suite 201A, Coral Gables, FL 33146 Organization Established in 2003 <i>2006 Italian Film Festival</i> Funds are requested to support the 2006 Italian Film Festival featuring the screening of 10 competing Italian films; three non-competing Sergio Leone films that will be the subject of educational workshops and lectures; and a variety of meet-the-artists (directors, producers, actors, and actresses) events from October 5-10, 2006.	\$5,000
20. Jewish Museum of Florida, Inc. 301 Washington Avenue, Miami Beach, FL 33139 Organization Established in 1989 <i>Marketing and Public Relations for Exhibit Schedule</i> Funds are requested to support a marketing and public relations campaign to attract visitors and target a wide audience for the 2006-2007 exhibit schedule, including the following temporary exhibits: "Bonim: Jewish Developers Building Florida & Building Community" - role of FL Jews in transforming swampland to cities; "Poetry of Six Edges" - featuring a German artist; "Art of Aging" - celebrating the positive aspects of maturity through various art mediumsand a Photodocumentary on Cuban Jews.	\$5,000

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

<i>Organization/ Project Description</i>	<i>FY2006-07 Final Award</i>
<p>21. Junior Orange Bowl Committee, Inc. 1390 South Dixie Highway, Suite 2202, Coral Gables, FL 33146 Organization Established in 1978</p> <p><i>International Tennis, Golf, and Sports Ability Games and National Basketball</i></p> <p>Funds are requested to support the Junior Orange Bowl's International Tennis, Golf, Chess, Basketball and Sports Ability Games held from December 1-30, 2006. The games consistently attract the top boys and girls from around the world. This year over 1,000 participants are expected from 50+ countries.</p>	\$7,000
<p>22. M. Athalie Range Cultural Arts Foundation, Inc. 12955 Biscayne Boulevard, Suite 316, Miami, FL 33181 Organization Established in 1997</p> <p><i>A Musical Celebration of Life - Honoring Mrs. Athalie Range</i></p> <p>Funds are requested to support the 11th annual Musical Celebration of Life. This year's program will honor two former outstanding politicians, Miami-Dade County Commissioner Betty Ferguson and U.S. Congresswoman Carrie P. Meek. The event will be held on November 5, 2006 at the Eden Roc Resort and Spa in Miami Beach.</p>	\$15,000
<p>23. Miami Beach Chamber of Commerce 1920 Meridian Avenue, Miami Beach, FL 33139 Organization Established in 1929</p> <p><i>Miami Beach Visitors Center</i></p> <p>Funds are requested to support operational costs for the Visitor Information Center which handles over 40,000 documented tourist inquiries annually. Located directly across from the Holocaust Memorial, the Center's services include multi-lingual guides, maps and brochures, promotional videos, resolution of visitor complaints, support volunteers for conferences and conventions.</p>	\$20,000
<p>24. Miami Beach Latin Chamber of Commerce of Miami Beach/Cam 510 Lincoln Road, Miami Beach, FL 33139 Organization Established in 1988</p> <p><i>Tourist Hospitality Center/Centro de Hospitalidad Turistico</i></p> <p>Funds are requested to support the 11-year old Miami Beach Tourist Hospitality Center to provide direct visitor information contact, committed to our #1 industry: tourism. A wide range of visitor's information and assistance services at the center helps create the "repeat guest experience" and develop more visitor referrals to local businesses. The program is an effective "service arm" that enhances marketing efforts of the GMCVB and other agencies. It influences visitors positively on Miami's hospitality. The Center fulfills an average of 16,000 tourism inquiries via walk-ins, telephone, mail-outs, and e-mails directing visitors to hotels, restaurants, retail centers, cultural attractions, and special events. The Center is located at an attractive pedestrian location on Lincoln Road and is open all year round.</p>	\$20,000

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

Organization/ Project Description	FY2006-07 Final Award
25. Miami Beach Watersports Center, Inc. 6500 Indian Creek Drive, Miami Beach, FL 33141 Organization Established in 1995 <i>2006/2007 Miami Beach Rowing Series</i> Funds are requested to support marketing costs associated with the 2006-2007 Miami Beach Rowing Series that will begin in October with a major rowing race which kicks off the season where hundreds of participants will be drawn from all over the United States, Canada and Europe. Because of its year-round sequence of events, races, winter training camps, summer camps, classes and programming, the Center is increasingly recognized as an international training facility.	\$5,000
26. Miami Boat Parade, Inc. 2550 South Bayshore Drive, Suite 11, Miami, FL 33133 Organization Established in 2005 <i>Miami International Boat Parade</i> Funds are requested to support the marketing and printing costs associated with the production of the Miami International Boat Parade taking place December 4, 2006. This year an anticipated 75 boats are expeted to participate.	\$3,500
27. Miami Book Fair International, Inc. 300 NE 2 Avenue, Suite 3704, Miami, FL 33132 Organization Established in 1984 <i>Miami Book Fair International</i> Funds are requested to support the 23rd Annual Miami Book Fair International, a literary festival that brings several hundred authors and exhibitors, as well as thousands of tourists to the Wolfson Campus of Miami-Dade College and its surrounding streets. This year's fair will take place form November 12-19, 2006, and will feature best selling authors: Frank McCourt and Isabel Allende among others.	\$20,000
28. Miami Cuba, USA Inc. 1417 West Flagler Street, Miami, FL 33135 Organization Established in 2005 <i>Miami-Cuba, USA, Inc.</i> Cultural/historical tours that focus on the Hispanic heritage of Greater Miami area. Day and night tours will commence on September 7th, 2006 and will continue every Friday and Saturday with tour guides dressed in Hispanic ethnic attire aboard the hand painted "Azucar" trolley. Guests will visit significant sites in the Miami area and have an opprotunity to taste Hispanic finger foods and coffee on board.	\$7,500

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

<i>Organization/ Project Description</i>	<i>FY2006-07 Final Award</i>
<p>29. Miami Symphony Orchestra, Inc. 10300 SW 72nd Street, Suite 499, Miami, FL 33173 Organization Established in 1989</p> <p><i>Miami Symphony 2006-2007 Season</i></p> <p>Funds are requested to support the Miami Symphony Orchestra 11 concert series. The concerts will take place between October 06, 2006 and May 30, 2007 at the Lincoln Theatre in Miami Beach, Gusman Concert Hall, University of Miami in Coral Gables and the Wertheim Hall, FIU, South Campus.</p>	\$6,400
<p>30. Miami-Dade County Days, Inc. 10719 SW 104th Street, Miami, FL 33176-8162 Organization Established in 1989</p> <p><i>Miami-Dade County Days in Tallahassee 2007 / "Paella Fest"</i></p> <p>Funds are requested to support "Paella Fest" part of the 18th annual Miami-Dade County Days, showcasing Miami-Dade County during the Legislative Session in Tallahassee, Florida, on April 17, 2007. The goal of the event is to promote the needs of the community and educate the legislators from Florida about Miami-Dade County.</p>	\$15,000
<p>31. Miami-Dade County Park and Recreation Department (Operation 275 NW 2nd Street, Suite 548, Miami, FL 33128 Organization Established in 1929</p> <p><i>RIBFEST 2006 at Homestead Air Reserve Park</i></p> <p>Funds are requested to support the third annual Ribfest, a family festival/rib cook off November 3-5, 2006, where local and national "ribbers" will compete for the People's Choice Award and sell their ribs and sauces to the public. Three nationally known rock groups and a country singer will provide entertainment throughout the 3 days.</p>	\$13,500
<p>32. Museum of Contemporary Art, Inc. (MoCA) 770 NE 125 Street, North Miami, FL 33161 Organization Established in 1981</p> <p><i>Artificial Light</i></p> <p>Funds are requested to support "Artificial Light", an exhibition from December 7, 2006 through February 18, 2007 at MOCA. The exhibition is held in conjunction with Art Basel and features a diverse group of artists who work with light sculpture.</p>	\$9,000

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

Organization/ Project Description	FY2006-07 Final Award
33. New World Festival, Inc. 1008 Alhambra Circle, Coral Gables, FL 33134 Organization Established in 1980 <i>Coral Gables Cultural Calendar County-wide Tourism Cultural Activities</i> Funds are requested to support the production of cultural events, among them the annual Mainly Mozart Festival, and in publishing the monthly Coral Gables Cultural Calendar, as part of our effort to make Coral Gables and Miami-Dade County a cultural-oriented tourist destination. At the same time, the grant's funds will assist us in collaborating with other municipalities and the Performing Arts Center of Greater Miami in their efforts to internationalize their cultural-tourism drive.	\$12,000
34. Pirates Mutiny, LLC 927 Lincoln Road, suite 200, Miami Beach, FL 33139 Organization Established in 2006 <i>Pirates Mutiny</i> Funds are requested to support additional marketing and advertsing of this first time in the USA production of Pirates Mutiny, a show for the family market held at Bicentennial Park from December 1, 2006 through January 21, 2007. The show, a blend of human circus and pantomime featuring world class acrobats, dancers and specialty acts, has proved to be a major hit in Mallorca, Spain.	\$15,000
35. Proyecto Arte Actual, Inc. d/b/a The Moore Space 4040 NE 2nd Avenue, 2nd Floor, Miami, FL 33137 Organization Established in 2001 <i>CLAMOR, by Jennifer Allora and Guillermo Calzadilla</i> Funds are requested to support CLAMOR, a project by Jennifer Allora & Guillermo Calzadilla to take place at The Moore Space from December 1, 2006 to March 1, 2007. This project brings Cuban-Puerto Rican and American artist duo to Miami concurrent with ArtBasel Miami Beach art fair, which is expected to draw 35,000 visitors to Miami. For the past five years The Moore Space has been the Design District's main exhibition, becoming one of the most visited venues in Miami during that week.	\$4,500
36. Run Miami, Inc. 8879 SW 131 Street, Miami, FL 33176 Organization Established in 2004 <i>Escape to Miami Triathlon</i> Funds are requested to support the Escape to Miami Triathlon, which kicks off with a .9 mile swim from Margaret Pace Park, followed by 24.8 miles on bicycle through downtown Miami and the Brickell District and concludes with a 6.2 mile run through downtown, finishing in Margaret Pace Park. This race will attract participants from throughout the US and the world to one of the most beautiful courses in the nation, starting and ending in the new Wynwood Art District. Race weekend also features a Health & Fitness Expo, the Ocean-Mile Swim, the Doggie-Du and a Post-Race Party at Margaret Pace Park with live entertainment and a Kids Village, among other exciting activities.	\$9,900

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

Organization/ Project Description	FY2006-07 Final Award
37. South Florida Sailfish Kickoff, Inc. 2550 South Bayshore Drive, Coconut Grove, FL 33133 Organization Established in 2004 <i>South Florida Sailfish Kickoff</i> Funds are requested to support The South Florida Sailfish Kickoff held Nov 30 - Dec 3, 2006 at Monty's in Coconut Grove. The funds provided through the Tourist Development Council will allow for an increase in the advertising and marketing budget, including the new television campaign.	\$5,280
38. South Florida Super Bowl Host Committee, Inc. 2269 Dan Marino Blvd., Miami Gardens, FL 33056 Organization Established in 2005 <i>Super Bowl 2007</i> Funds are requested to support the pre-event marketing campaign in preparation for Super Bowl XLI, which will be hosted at Dolphin Stadium in Miami Gardens on February 4, 2007.	
39. Tigertail Productions, Inc. 842 NW 9th Court, Miami, FL 33136 Organization Established in 1979 <i>Tigertail International Events 2006/2007</i> Funds are requested to support Tigertail International Events 2006/07 from October 1, 2006 through April 30, 2007. Tigertail, Florida's pioneer innovative art presents dynamic and stimulating new work in music, dance, theater, poetry and the visual arts.	\$7,000
40. Tropical Everglades Visitor Association, Inc. 160 U.S. Highway #1, Florida City, FL 33034 Organization Established in 1993 <i>Tropical Everglades Visitor Center</i> Funds are requested to support the 12-year old Tropical Everglades Visitor Center located in Florida City. Staffed by some 30 volunteers, the center provides much needed information seven days a week (along with telephone and e-mail inquiries) to over 60,000 yearly international and domestic tourists. The center provides directions and promotes businesses throughout Miami-Dade county with an emphasis of support for the many hotels, restaurants, attractions, as well as, the two national parks that make up the southern half of Miami-Dade County's tourism industry.	\$20,000

**Tourist Development Council Grants Program
FY2006-07 - First Quarter**

**Organization/
Project Description**

**FY2006-07
Final Award**

41. **Tropical Everglades Visitor Association, Inc. f/a for the Historic
160 U.S. Highway #1, Florida City, FL 33034
Organization Established in 1993**

\$5,000

Historic Redland Tropical Trail Kickoff Event

Funds are requested to support the production and marketing costs associated with the introduction of the Historic Redland Tropical Trail. This project brings together eight historic south Miami-Dade County tourist destinations with the goal of promoting the Redland area through Agritourism development.

42. **United Chinese Association of Florida, Inc.
331 NW 82nd Avenue, #1302, Miami, FL 33126
Organization Established in 2003**

\$6,300

4th Annual South Florida Dragon Boat Festival

Funds are requested to support the Dragon Boat race and various cultural programs at the 4th Annual South Florida Dragon Boat Festival in Miami. The Dragon Boat race will target at least 40 participated teams from local groups, out-of-county, out-of-state and international at the two-day dragon boat festival. The cultural program will feature Chinese Dragon & Lion dances, dazzling Chinese acrobat performance, martial art demonstration, Japanese Ikebana/Origami demonstration, various Asian arts & craft demonstration, traditional Bangladesh, Chinese, Indian, Pakistani, Thai folk dances and others.

17

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
2006-07 Tourist Development Council - First Quarter

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

- | | | |
|----|--------------------------|---|
| 1. | GRANTEE: | (EIN#) |
| 2. | AMOUNT OF GRANT: | \$ (Reimbursement/Direct) |
| 3. | PROJECT: | (as described in the program application and any revisions attached) |
| 4. | ITEMIZED PROJECT BUDGET: | (as described in the Reinstatement of Project Budget attached hereto) |
| 5. | GRANT START DATE: | October 1, 2006 |
| 6. | GRANT END DATE: | December 31, 2006 |
| 7. | REPORT DEADLINE: | March 31, 2007 |

The Parties hereto have executed this Agreement on the _____ day of _____, 20 _____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

Clerk, Miami-Dade County
Board of County Commissioners

County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Tourist Development Council Grants (Articles II, III, IV and V) dated September, 2004 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the Tourist Development Council; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

Approved for form and legal sufficiency by the Miami-Dade County Attorney (9/2004).

18

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR TOURIST DEVELOPMENT COUNCIL
GRANTS (September, 2005) – ARTICLES II, III, IV and V

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee. The County Manager has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

Tourist Development Council grants are made as either a Reimbursement Award or a Direct Award, with the type of grant determined on a case-by-case basis by the Director and on the approval of the Tourist Development Council. The type of this grant award is specified in Article I.2.

If Article I.2 designates this grant as a Reimbursement Award, the Grantee agrees to provide to the Director or his designee, within ninety days (90) of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated as grant award expenses in the Restatement of Project Budget as a condition of receiving payment of this award. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for the grant expenditures. If documentation as outlined above is not received within ninety days (90) of the event, or if the Director concludes that the documentation provided by the Grantee does not definitively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.2 designates this grant as a Direct Award, grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article I.4, and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project budget that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of

revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award in accordance with the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article I.7. in the form specified by the grant program through which this grant is being awarded. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

The Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article I.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to the Agreement shall be kept in accounts in established banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books

and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

The grantee must also use the Tourist Development Council logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file.

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Tourist Development Council, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Tourist Development Council, the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99;

- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code -- Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee will not be eligible to apply to the Tourist Development Council or the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. Indulgence Will Not Be A Waiver of Breach: The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. Written Notices: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. Captions Used in the Agreement: Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

None.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
RESTATEMENT OF PROJECT BUDGET

PROJECT INFORMATION

Fiscal Year / Program: 2006-2007 Tourist Development Council Grants Program

Organization Name: _____

Project Title: _____

Dates of Activities: _____

Necessary changes in the project (if any): _____

GRANT AWARD BUDGET

Itemize cash expenses to be expended from the grant award. Expenditures must equal the total amount of the grant award as listed on the Grant Award Agreement. Round amounts to the nearest dollar (do not show cents). **NOTE:** The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

GRANT AWARD

PERSONNEL

ADMINISTRATIVE: _____

ARTISTIC: _____

TECHNICAL: _____

OUTSIDE ARTISTIC FEES: _____

OUTSIDE OTHER FEES: _____

MARKETING/PUBLICITY _____

PRINTING _____

POSTAGE _____

IN COUNTY TRAVEL _____

OUT OF COUNTY TRAVEL _____

EQUIPMENT RENTAL _____

EQUIPMENT PURCHASE _____

SPACE RENTAL _____

INSURANCE _____

UTILITIES _____

SUPPLIES/MATERIALS _____

OTHER COSTS (ITEMIZE): _____

TOTAL GRANT AWARD: _____

PROJECT BUDGET

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents). **NOTE:** Total project expenses and revenues must equal.

	CASH EXPENSES	IN-KIND		CASH REVENUES	IN-KIND
PERSONNEL			ADMISSIONS		
ADMINISTRATIVE:			CONTRACTED SERVICES		
ARTISTIC:			TUITIONS		
TECHNICAL:			CORPORATE SUPPORT		
OUTSIDE ARTISTIC FEES:			FOUNDATION SUPPORT		
OUTSIDE OTHER FEES:			PRIVATE/INDIVIDUAL SUPPORT		
MARKETING/PUBLICITY			GOVERNMENT GRANTS:		
PRINTING			FEDERAL NEA		
POSTAGE			STATE		
IN COUNTY TRAVEL			LOCAL		
OUT OF COUNTY TRAVEL			APPLICANT CASH ON HAND		
EQUIPMENT RENTAL			OTHER REVENUES (ITEMIZE):		
EQUIPMENT PURCHASE					
SPACE RENTAL					
INSURANCE					
UTILITIES					
SUPPLIES/MATERIALS					
OTHER COSTS (ITEMIZE):					
			GRANT AWARD		

SUB TOTALS: _____

SUB TOTALS: _____

TOTAL EXPENSES: _____

TOTAL REVENUES: _____

Prepared by:

SIGNATURE _____ DATE _____

TYPED/PRINTED NAME _____ TITLE _____

25